

EXPLANATION OF NOTICE CONCERNING ALL  
TERMS AND CONDITIONS and RATES

EXPLANATION OF STANDARD  
TERMS AND CONDITIONS

The attached **Notice Concerning All Terms and Conditions and Rates** (attached Terms and Conditions **pages 1 and 2**) provides that in the event of a conflict between Maine law or Public Utility Commission rules and provisions in a telephone utility's Terms and Conditions, the statute or rule will control. If a telephone utility includes these pages as the first two pages of its Terms and Conditions, the Commission normally will not review and suggest modifications to the remainder of the utility's terms and conditions. Inclusion of these two pages will accelerate the process for approval of terms and conditions and authority to provide service.

Nevertheless, we strongly encourage telephone utilities to avoid any conflicts between Maine law or Commission rules and a utility's Terms and Conditions. Such conflicts are not in the interest of the utility, its customers or the Commission. The best way to avoid such conflicts is to use the Commission's **Standard Terms and Conditions, pages 3 - 8** of the attached Terms and Conditions. If you use Terms and Conditions of your own authorship, we encourage you at least to incorporate by reference those Commission rules (Chapters 291 (for CLECs) or 292 (for IXC's) and 870) that address credit and collection matters rather than using your own provisions that may conflict with those rules. It is your responsibility to ensure that your terms and conditions comply with Maine law. Maine law and Commission will of course control regardless of whether a utility includes the terms and conditions contained in Attachments 3.

Each page of the attached Terms and Conditions Notice must be signed by an officer or other person authorized to sign rate schedule and Terms and Conditions pages for the utility.

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Utility Name, including d/b/a if any

Table of Contents Page  
Original

TABLE OF CONTENTS

	<u>PAGE</u>
TERMS AND CONDITIONS	
Notice Concerning All Terms and Conditions and Rates	1
Definitions	3
General Description of Services Offered	4
Calculation of Rates	4
Credit and Collection Procedures	6
Interruption of Service/Liability	8
RATE SCHEDULES	9 thru X

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Proposed Effective Date:

Effective Date: [leave blank]

Docket No.: [leave blank]

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Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

# NOTICE CONCERNING ALL TERMS AND CONDITIONS and RATES

\_\_\_\_\_  
**Utility Name, including d/b/a if any**

Page 1  
Original

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Chapter 204 - Basic-Service Calling Areas

Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire

Chapter 250 - Coin-operated Telephone Service

Chapter 280 - Provision of Competitive Telecommunications Services

Chapter 291 - Standards for Billing, Credit and Collection, and Customer Information for Non-Eligible Telecommunications Carriers

Chapter 292 - Chapter 292, Standards for Billing, Credit and Collection, and Customer Information For Interexchange Carriers

Chapter 294 - Lifeline and Link Up Service Programs

Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers

Chapter 297 - Anti-Cramming Rule: Registration Requirements, Complaint Procedures And Penalty Provisions for Service Providers and Billing Aggregators

Chapter 870 - Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

## 1. FOR INTEREXCHANGE SERVICE:

Discount for Hearing-Impaired Customers. Upon customer request, the Company will

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Effective Date: [leave blank]

Docket No.: [leave blank]

\_\_\_\_\_  
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Name \_\_\_\_\_

Title \_\_\_\_\_

Notice Concerning All Terms and Conditions and Rates (continued)

automatically apply a 70% reduction for intrastate toll calls made from line used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Public Utilities Commission, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

2. FOR LOCAL EXCHANGE SERVICE:

Enhanced Universal Emergency Number Service - E911 - Surcharge. An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. § 2927(1-A), applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account.

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

**Optional: Use the following paragraph only if you intend to impose a surcharge on customers for your contributions to the Maine Universal Service Fund (MUSF). Although carriers must contribute to the MUSF, imposing a surcharge on their customers is optional. Commission Rule (Ch. 288) prohibits a surcharge greater than the Revenue Percentage established by the MUSF Administrator. It also requires a line item on your bills for the surcharge:**

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

**Note: If you desire to impose a surcharge that is less than the Revenue Percentage established quarterly by the Administrator of the MUSF, use the following alternative language in the last sentence: The surcharge shall be \_\_\_\_percent. If you state the actual percentage in your terms and conditions, you cannot charge a different percentage unless the Commission approves a change to your terms and conditions.**

4. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

**Optional: Use the following paragraph only if you intend to impose a surcharge on customers for your contributions to the Maine Telecommunications Education Access Fund (MTEAF). Although carriers must contribute to the MTEAF, imposing a surcharge on their customers is optional. Commission Rule (Ch. 285) prohibits a surcharge greater than the amount established by the Commission (which by statute cannot exceed 0.7%). Chapter 285 also requires a line item on your bills for this surcharge:**

A surcharge for the Maine Telecommunications Education Access Fund (MTEAF) applies to all intrastate services billed to a retail customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Universal Service Fund, or similar funds. The surcharge shall be equal to the percentage of revenues established by the Maine Public Utilities Commission pursuant to Chapter 285, § 2(B) of the Commission's Rules.

**Note: If you desire to impose a surcharge that is less than the percentage of revenue established by the Commission, use the following alternative language in the last sentence: The surcharge shall be \_\_\_\_ percent. If you state the percent that will be charged in your terms and conditions, you cannot charge a different percentage unless the Commission approves a change to your terms and conditions. The percentage may never exceed the amount that the Commission establishes.**

5. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. §1303.

Proposed Effective Date: \_\_\_\_\_

Effective Date: [leave blank]

Docket No.: [leave blank]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Utility Name, including d/b/a if any

Page 4  
Original

Terms and Conditions

Definitions

1. "Carrier, "Company" or "Utility" refers to \_\_\_\_\_  
\_\_\_\_\_  
(Company name).
2. "Completed" call is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.
3. "Customer" means any person who has applied for, been accepted, and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person who was a customer of the same utility within the past 30 days and who requests service at the same or a different location.
4. "Residential" customer is a customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are nonresidential customers.
5. "Service" means any telecommunications service(s) provided by the carrier under these schedules.
6. "Station" is a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
7. **[INCLUDE AS APPLICABLE]** "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods. Day is from \_\_\_\_\_ a.m. up to but not including \_\_\_\_\_ p.m. local time Monday through Friday. Evening is from \_\_\_\_\_ p.m. up to but not including \_\_\_\_\_ p.m. local time Monday through Friday. Night is from \_\_\_\_\_ p.m. up to but not including \_\_\_\_\_ a.m. local time Monday through Friday. Weekend is from \_\_\_\_\_ p.m. Friday through the weekend hours up to \_\_\_\_\_ a.m. on Monday. The company charges weekend rates on the following federal holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**(The company may add definitions as necessary to explain terms used in the Rate Schedules).**

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Proposed Effective Date:

Effective Date: [leave blank]

Docket No.: [leave blank]

\_\_\_\_\_  
Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Utility Name, including d/b/a if any

Page 5  
Original

Terms and Conditions

General Description of Services Offered

1. These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
2. The Company's intrastate service territory for facilities-based local exchange service consists of [\_\_\_\_\_, Maine] **[list exchanges the applicant can provide service to within 6 months]**. The Company's intrastate service territory for all other service consists of [\_\_\_\_\_, Maine] Company services are available 24 hours per day, 7 days a week.
3. Company services are available for \_\_\_\_\_  
**(non- residential or residential or both)** customers.

Calculation of Rates

1. **[INCLUDE AS APPLICABLE]** Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
2. **[INCLUDE AS APPLICABLE]** The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

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Proposed Effective Date:

Effective Date: [leave blank]

Docket No.: [leave blank]

\_\_\_\_\_  
Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

Utility Name, including d/b/a if any

Page 6  
Original

Terms and Conditions

Calculation of Rates (continued)

**APPLICANT: PLEASE NOTE: The next two paragraphs (nos. 3 and 4) should be deleted if you include Terms and Conditions pages 1 and 2 of this Attachment 3 in your terms and conditions because those same provisions are also included there. Please DELETE THIS NOTE in the final terms and conditions you file with the Commission.**

3. Upon customer request, the Company will automatically apply a 70% rate reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. § 7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Public Utilities Commission, stating that due to one of the aforementioned conditions, he or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.
4. An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. § 2927(1-A), applies to each month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly local service rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account and shall not apply to a customer who subscribes solely to interexchange services.

Proposed Effective Date:

Effective Date: [leave blank]

Docket No.: [leave blank]

Signature

Name

Title



\_\_\_\_\_  
Utility Name, including d/b/a if any

Page 7  
Original

Terms and Conditions

Credit, Collection, and Dispute Resolution Procedures

1. Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 291 and 292 of the Maine Public Utilities Commission's Rules.
2. Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 291 and 292 of the Maine Public Utilities Commission's Rules.
3. The Company **charges \$\_\_\_\_\_ / or does not charge a fee** to establish service.
4. For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
5. The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
6. The Company **charges \$\_\_\_\_\_ / or does not charge a fee** to restore service that was disconnected for nonpayment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
7. All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
8. As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the company shall furnish the customer with proof of the bank charge.

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Proposed Effective Date:

Effective Date: [leave blank]

Docket No.: [leave blank]

\_\_\_\_\_  
Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Utility Name, including d/b/a if any

Page 8  
Original

Terms and Conditions

Credit, Collection, and Dispute Resolution Procedures (Continued)

9. All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 291 or 292, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.

**APPLICANT: PLEASE NOTE: A letter from the Commission's Acting Director of Finance is included in this package as Attachment 4. It explains the current late payment allowed pursuant to Chapter 870. PLEASE DELETE THIS NOTE in the final terms and conditions you file with the Commission.**

10. Customer complaints are handled by a full service customer service department. Customers may call **(xxx) xxx-xxxx** from \_\_\_\_ a.m. to \_\_\_\_ p.m., \_\_\_\_\_ through \_\_\_\_\_ or submit a written complaint to:

**(COMPANY'S NAME AND ADDRESS)**

If the customer is not satisfied with the Company's response, the customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

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Proposed Effective Date:

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Docket No.: [leave blank]

\_\_\_\_\_  
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Title \_\_\_\_\_

Terms and Conditions

Interruption of Service/Liability

1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
2. The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
3. Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
4. The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.

**APPLICANT: PLEASE NOTE: The next paragraph (no. 5) should be deleted if you include Terms and Conditions pages 1 and 2 of this Attachment 3 in your terms and conditions because those same provisions are also included there. Please DELETE THIS NOTE in the final terms and conditions you file with the Commission.**

5. Any provisions that limit liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316(5), Exclusion or Modification of Warranties.

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Effective Date: [leave blank]

Docket No.: [leave blank]

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Name \_\_\_\_\_

Title \_\_\_\_\_

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Utility Name, including d/b/a if any

Page 10  
Original

**EACH PAGE OF INITIAL RATE SCHEDULES SHOULD USE THE FOLLOWING FORMAT:  
(The first page of the rate schedules should be page 9)**

**RATE SCHEDULES**

**A. DESCRIPTION OF SERVICE**

- 1. Title and specific description of service**
- 2. The billing unit charge for that service**
- 3. Any surcharge (such as operator assistance charges)**
- 4. The billing unit time period (e.g., minute, 30 or 6 seconds)**

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Proposed Effective Date:

Effective Date: [leave blank]

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Signature  
Name \_\_\_\_\_

Docket No.: [leave blank]

Title \_\_\_\_\_